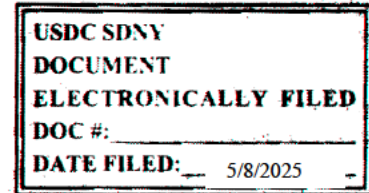


**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**



-----X
G.T., et al.,

Plaintiffs,

22-CV-10901 (AS)(SN)

-against-

ORDER

UNITED STATES OF AMERICA, et al.,

Defendants.
-----X

SARAH NETBURN, United States Magistrate Judge:

On April 30, 2025, Plaintiffs filed a motion for conference regarding the parties' dispute over the reasonableness of Plaintiffs' experts' fees. ECF No. 99. Plaintiffs argue that Defendants failure to object to the experts' fees before taking their deposition was an implicit agreement to the invoiced fees. As a matter of law, Defendants' failure to object at that time is not a waiver. See Korabik v. Arcelormittal Plate LLC, 310 F.R.D. 205, 205-06 (E.D.N.Y. 2015); Polidora v. D'Agostino & Assoc., No. 19-cv-1290 (AJN)(BCM), 2022 WL 443791, at *3 (S.D.N.Y. Feb. 14, 2022). As a factual matter, it appears that the experts' disclosed rates were also not consistent with their invoiced rates making any waiver argument a nullity. Accordingly, Plaintiffs' argument that the Defendants must pay the invoiced fees on the ground of an implicit agreement is DENIED.

The burden rests on the party seeking compensation to demonstrate that the fees being sought are reasonable. See New York v. Solvent Chem. Co., 210 F.R.D. 462, 468 (W.D.N.Y. 2002). Plaintiff has not set forth any argument that the fees sought by Dr. Manganas, Dr. Root, and Dr. Weingarten are reasonable. The parties are directed to meet and confer in light of

Defendants' filing to discuss what constitutes a reasonable rate. If the parties reach an impasse, Plaintiffs shall file a renewed motion for a conference within one week. The renewed motion should address why, pursuant to the factors discussed in Frederick v. Columbia Univ., 212 F.R.D. 176, 177 (S.D.N.Y. 2003), the invoiced fees are reasonable.

The Clerk of Court is respectfully requested to terminate the motion at ECF No. 99.

SO ORDERED.


SARAH NETBURN
United States Magistrate Judge

DATED: May 8, 2025
New York, New York